

# Exhibit A

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE WESTERN DISTRICT OF TENNESSEE  
3                   WESTERN DIVISION

4                   - - -

5                   MOON FENTON, M.D., : Case No.: 2:21-cv-02790-SHL-tpm  
6   :  
7   Plaintiff, :  
8   :  
9   v. :  
10   :  
11   THE WEST CLINIC, PLLC,:  
12   f/k/a THE WEST CLINIC,:  
13   PC, d/b/a WEST CANCER :  
14   CENTER, et al, :  
15   :  
16   Defendants.:  
17   

18   - - -  
19   November 7, 2022  
20   - - -  
21   Videotaped deposition of MOON  
22   FENTON, M.D., taken pursuant to  
23   Notice, held via Zoom, beginning at  
24   approximately 10:05 a.m., before  
                                       Mary Hammond, a Registered  
                                       Professional Reporter and Notary  
                                       Public in the state of  
                                       Pennsylvania.  
                                       - - -

1 A-P-P-E-A-R-A-N-C-E-S  
2

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18 Brenna Slalski  
19 Russ Strain, Videographer  
20  
21  
22  
23  
24

1 - - -  
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3 - - -  
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5 MOON FENTON, M.D.  
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1 - - -  
2 P - R - O - C - E - E - D - I - N - G - S  
3 - - -  
4 (By agreement of counsel, the  
5 sealing, certification and filing  
6 are waived, and all objections as  
7 to the form of the question, are  
8 reserved until the time of trial.)  
9 - - -  
10 THE COURT REPORTER: The  
11 attorneys participating in this  
12 deposition acknowledge that I am not  
13 physically present in the  
14 deposition room, and that I will be  
15 reporting this deposition remotely.  
16 They further acknowledge that,  
17 in lieu of an oath administered in  
18 person, I will administer the oath  
19 remotely.  
20 The parties further agree that  
21 if the witness is testifying from a  
22 state where I am not a notary, that  
23 the witness may be sworn in by an  
24 out-of-state notary.

1                   If any party has an objection  
2                   to this manner of reporting, please  
3                   state it now.

4                   Hearing none, we may proceed.

5                   - - -

6                   THE VIDEOGRAPHER: We are  
7                   going on -- we are going on the  
8                   record. Please stand by.

9                   Good morning. We are now on  
10                  the record. The time is  
11                  approximately 10:05 a.m., Monday,  
12                  November 7, 2022.

13                  Audio and video recording will  
14                  continue to take place, unless all  
15                  parties agree to go off the record.

16                  This is Media Unit 1 of the  
17                  video-recorded deposition of  
18                  Dr. Moon Fenton, M.D. taken by  
19                  counsel for the Defendant in the  
20                  matter of Moon Fenton, M.D. versus  
21                  The West Clinic, PLLC, et al, filed  
22                  in the US District Court for the  
23                  Western District of Tennessee,  
24                  Western Division, Case Number

1                   Q. Always from the time just before  
2 you became a shareholder until the time you  
3 left. That's going to be my timeframe on  
4 every question.

5                   A. Okay.

6                   So from 2015 until 2020, and --  
7 sorry, can you repeat the question that  
8 you're asking?

9                   Q. Sure.

10                  Do you have any letters other  
11 than -- other than your 2014 letter of  
12 resignation and -- and your letter to  
13 terminating your shareholder status?

14                  A. There was a letter that I sent to  
15 Dr. Tauer and Dr. Schwartzberg in 2014 but  
16 not since 2015 to 2020.

17                  Q. Okay. Okay.

18                  In this lawsuit, I believe your  
19 position is that you had a cap or a limit on  
20 the -- what you call a buy-in of 500,000, and  
21 then once you reached that cap you would be  
22 fully vested, correct, is that your  
23 allegation?

24                  A. No, that's not correct. My

1 allegation is that -- that we agreed on a  
2 buy-in of \$500,000, which would be deducted  
3 from my bonuses over a five-year period,  
4 starting with the year one of becoming a  
5 shareholder, and that -- that I would have  
6 that money back, and -- it would be a total  
7 of \$500,000, and that I would be treated  
8 equally, like the other shareholders in  
9 voting powers, as well as compensation,  
10 model, and bonuses.

11 Q. Okay.

12 Do you have anything in writing  
13 from anybody at West that supports that  
14 proposition?

15 A. No, I do not have anything in  
16 writing, but it's not because of my lack of  
17 request of -- of that in writing. I have  
18 asked for that multiple times. I was never  
19 given that in writing.

20 That was an oral contract that  
21 Erich Mounce and I had when I started working  
22 at West, when I came down to interview at  
23 West, rather, which was confirmed by  
24 Lee Schwartzberg, and was made referenced to

1 prior to me becoming a shareholder.

2 Q. Okay.

3 But you have nothing in writing to  
4 support that, correct?

5 A. Correct, because I was never given  
6 one, despite my asking multiple times.

7 Q. You don't have any write --  
8 anything in writing from you to West saying,  
9 for instance, "This will confirm that I'm  
10 going to buy in at \$500,000, and then it's  
11 going to be refunded to me."

12 You never put that down in writing  
13 anywhere before this Complaint, did you?

14 A. Not in those words, but I did ask  
15 for documentations or contracts or agreements  
16 that would support our oral contract.

17 Q. My question is a little bit more  
18 pointed.

19 You never wrote down those terms in  
20 any way, shape, or form, either for your own  
21 benefit, or to send to West, correct?

22 A. Not in those exact words that you  
23 said, but in reference to our oral contract I  
24 have referred to that, and -- and Erich and

1                   I -- I did not say that I -- I  
2                   wrote down \$500,000 in the words  
3                   that you described, Mr. McLaren.

4                   What I said was that, that was  
5                   an -- it was assumed amongst us  
6                   because we -- when we were talking  
7                   to each other, that was an oral  
8                   contract and they knew that.

9                   So when I referred to buy-in,  
10                  that was in reference to what the  
11                  contract that I had with  
12                  Erich Mounce and Lee Schwartzberg.

13 BY MR. McLAREN:

14 Q.     Okay.

15                  I just want to know if you ever  
16                  wrote West and included the -- the figure,  
17                  \$500,000, until we got involved in this  
18                  lawsuit.

19                  A.     No, there was nothing in writing  
20                  that I wrote specifically saying "\$500,000  
21                  buy-in" in writing, but in -- in  
22                  communication, the oral communications, you  
23                  know, that -- that \$500,000 was discussed  
24                  multiple times.

1                          Doctor, my question before the  
2 technical glitches was: Tell me all part of  
3 this oral contract.

4                          A. Okay. So I was told that there  
5 would be a \$500,000 buy-in to a valuable  
6 company, which will be taken out of my bonus  
7 over a five-year period, and that I would  
8 have that money back when I left the company.

9                          And that -- the other important  
10 part was that we would -- I would be treated  
11 same and equally, like the other shareholders  
12 in my compensation and in my voting powers.

13                          Q. Okay.

14                          And none of this was in writing.

15                          It was all oral, right?

16                          A. It was, correct.

17                          Q. And it was through an oral contract  
18 for a five-year term, correct?

19                          A. Because they did not produce me  
20 with a written contract because -- even  
21 though I asked multiple times, so, correct.

22                          Q. That's correct. It was an oral  
23 contract to cover five years, right?

24                          A. It was an oral contract that --

1 MR. McLAREN: Okay. We're  
2 frozen again.

3 THE VIDEOGRAPHER: Off the  
4 record at 11:14.  
5 - - -  
6 (Whereupon, there was a brief  
7 recess held off the video record.)  
8 - - -  
9 THE VIDEOGRAPHER: One  
10 moment -- moment. We'll go back  
11 on.  
12 Back on the record at  
13 a.m.  
14 - - -  
15 (Back on the video record.)  
16 - - -  
17 BY MR. McLAREN:  
18 Q. Okay.  
19 Doctor, can you hear me?  
20 A. Yes, I can.  
21 Q. Okay.  
22 So I want to make sure I've all of  
23 this correct, and I'll restate what I believe  
24 you told me.

1                   That to become a shareholder  
2 employee of West, you would pay a \$500,000  
3 buy-in to a valuable company over five years,  
4 and you would be treated the same or equally  
5 as the other shareholders with respect to  
6 bonus and salary calculations; I am right  
7 about that?

8                   A. Compensation model.

9                   Q. Compensation model, okay.

10                  A. Yes.

11                  Q. Am I right about that?

12                  A. Yes. And that I would get a  
13 \$500,000 buy-out.

14                  Q. And you would get your \$500,000  
15 back?

16                  A. Yes.

17                  Q. And this was an oral contract that  
18 would take a few years to -- well, five years  
19 to complete, correct?

20                  A. It would begin, right, when I  
21 became a shareholder and end when that  
22 \$500,000 was reached.

23                  Q. Okay.

24                   But it -- what was your five

1       years -- it was going to be a buy-in over a  
2       five-year period, right?

3           A.    That's -- that would be the  
4       timeframe when they would take the buy-in out  
5       from my bonuses.

6           Q.    Okay.

7                   So it was going to be performed  
8       over a five-year period, correct?

9           A.    Correct.

10          Q.    Okay.

11                   And there's nothing in writing that  
12       outlines those terms, correct?

13          A.    Correct.

14          Q.    Okay.

15          A.    Despite my asking.

16          Q.    I'll keep saying what I say, and  
17       you keep saying what you say.

18                   Okay. All right.

19                   Now, look at Paragraph 25.

20          A.    (Witness complies.)

21                   Yes.

22          Q.    This says your cost of the buy-in  
23       would be 500,000.

24                   Do you know how this was to be

1 time as a shareholder.

2 I would have a better understanding  
3 and be able to answer your question once I  
4 have seen all of those. I don't know what my  
5 ownership of the company's value is. I don't  
6 know the value of the company.

7 So all of those have to be provided  
8 to me before I can answer your question  
9 correctly.

10 Q. Okay.

11 I think I'm not talking about your  
12 attorney, but my question is just as to  
13 bonuses.

14 Your oral contract was 500,000 cap  
15 on your bonuses, correct?

16 A. That's correct.

17 Q. Okay.

18 And you recognize that West  
19 disputes that, that they say there was no  
20 oral contract, correct?

21 A. Right.

22 Q. Okay.

23 A. They're -- they're disputing that  
24 there's an oral contract, and they took out

1 more than what they promised they would take  
2 out.

3 Q. Okay.

4 So the rest of your oral contract  
5 was you would be paid back when you left  
6 West, correct?

7 A. That's correct.

8 Q. And that would be if you left West  
9 for any reason anytime, correct?

10 A. That's correct. As long as I have  
11 been a shareholder to a point where they took  
12 out the \$500,000, then that would be my  
13 buy-in, and that would be my buy-out. It was  
14 a simple contract.

15 There wasn't a whole lot of hand  
16 waving or -- or my reason to -- to ask, you  
17 know, or -- or really be suspicious.

18 It was a simple contract. There's  
19 a 500,000 buy-in, and there's a \$500,000  
20 buy-out.

21 Q. But you're claiming the Complaint  
22 is also there were percentages per year,  
23 correct?

24 A. Right. That they would use that to

1 cap up to \$500,000.

2 Q. Did Erich Mounce tell you that?

3 A. Did Erich Mounce tell me what?

4 Q. About the 80, 60, 40, 20.

5 A. He did.

6 Q. Okay.

7 So remember I asked you: Tell me  
8 all parts of the oral contract.

9 That's another part of the oral  
10 contract, that there would be an 80, 40 --  
11 80, 60, 40, 20, percent buy-in, correct?

12 A. Until my \$500,000 were met,  
13 correct.

14 Q. Right.

15 Are there any other parts of that  
16 oral contract?

17 I want to make sure I've got all of  
18 the things that you think was orally  
19 contracted to, are there any other parts?

20 A. It was a -- it was a simple  
21 contract. It would be deducted out of my  
22 bonuses up to \$500,000 in a depreciating  
23 factor, and that was -- that was the main  
24 component. There will be a buy-out. I will

1       be treated equally in -- in the compensation  
2       model, and the voting powers.

3           Q.     Okay.

4           I just want to make sure because  
5       you didn't mention the 80, 60, 40, 20 when I  
6       asked you to describe all parts of the oral  
7       contract.

8           A.     I may have mentioned it prior to  
9       that, so that's my mistake.

10          Q.     Okay.

11          A.     I can try to repeat myself, yeah.

12          Q.     Okay.

13           And, as we sit here today, you  
14       don't know of any partner who's ever left  
15       West who got a refund of their -- using your  
16       term "buy-in money," do you?

17          A.     I am not privy to the contracts of  
18       any of the shareholders who left or who  
19       bought in and what kind of deal that they  
20       have individually with Kurt Tauer,  
21       Lee Schwartzberg, and, at the time,  
22       Erich Mounce --

23          Q.     Right. I get that.

24           I just want to make sure you don't

1           '13, '14, '15, didn't you?

2           A.     No, I did not.

3           Q.     Okay.

4           A.     That was not privy to me, and that  
5       no one shared with me.

6           Q.     Okay.

7                   So when you became a shareholder  
8       even, you didn't know that West had sold its  
9       assets to Methodist, did you?

10          A.     No, I did not know that.

11          Q.     Did you attend shareholder meetings  
12       throughout --

13          A.     Yeah.

14          Q.     Let me finish -- throughout 2015,  
15       '16, '17, and '18?

16          A.     Yes.

17          Q.     And are you telling the jury that  
18       that topic, the fact that Methodist had  
19       bought the assets of West, never came up in  
20       any shareholder meetings?

21          A.     That's correct.

22          Q.     So if there are shareholder minutes  
23       that reflect lengthy discussions about buying  
24       back the assets from Methodist, is it your

1           testimony that you weren't aware of that?

2           A.     That is correct. We talked about  
3       buying back the assets when the -- there were  
4       talks of dissolution of the contract with  
5       Methodist. That's the first time that I  
6       heard that West had sold its assets, not  
7       before.

8           Q.     Okay.

9           So you were present at shareholder  
10      meetings as early as 2016 when West was  
11      discussing buying back their assets, correct?

12          A.     I do not recall a shareholder  
13      meeting in 2016 that they talked about buying  
14      back assets.

15          Q.     What's the first shareholder  
16      meeting that you recall when they talked  
17      about buying back their assets?

18          A.     That was when there was a lot of  
19      discussion about coming out of that contract  
20      with Methodist, and that we would have to buy  
21      back the buildings and the assets.

22          Q.     My question was --

23          A.     -- so it was around 2018.

24          Q.     2018 is your best remembrance?

1           A.     In around 2018 is when that  
2 discussion started to happen.

3           Q.     Okay.

4                         Get to Paragraph 34, if you will.

5           A.     (Witness complies.)

6                         Okay.

7           Q.     It says at the time you agreed to  
8 buy in the fact that West had sold its assets  
9 and that shareholders had been paid  
10 significant payouts was not ascertainable by  
11 the plaintiff.

12                         When did you learn about that?

13           A.     It was towards my exit, after I had  
14 resigned, and I was in the process of, you  
15 know, winding down my clinic.

16                         I shared a close proximity office  
17 with Dr. Gary Tian, at which time he told me  
18 that West had sold its assets to Methodist,  
19 at which time they all received moneys when  
20 Methodist bought those assets and the  
21 building and that it was shared amongst the  
22 shareholders.

23           Q.     Okay.

24                         I'm a little bit confused because

1 didn't ask. I was never produced any.

2 Q. Okay.

3 I'm just looking for a document,  
4 Doctor.

5 I'm looking for your first  
6 shareholder meeting attendance; do you  
7 remember the date?

8 A. It's either February or March. I  
9 can't recall exactly my first shareholder  
10 meeting. I -- I know for a fact that it was  
11 not January.

12 MS. STERLING: Mike, I think  
13 you're looking for Exhibit-14.

14 MR. McLAREN: Yeah, I've been  
15 looking at 15. Thank you, Amy.

16 - - -  
17 (Whereupon, Exhibit-4, West  
18 Clinic Shareholders Meeting  
19 Minutes, Bates Number WEST004292  
20 through WEST007162, was marked for  
21 identification.)

22 - - -  
23 BY MR. McLAREN:

24 Q. February 25th, 2015, was your -- it

1 looks like -- your first meeting as a  
2 shareholder.

3 Is that consistent with your  
4 memory?

5 A. Well --

6 Q. And let me get you -- let me read  
7 to you a portion of the minutes.

8 Dr. Tauer and Schwartzberg --  
9 "Dr. Tauer welcomed Dr. Moon Fenton to the  
10 meeting as a new shareholder of The West  
11 Clinic."

12 So would that have been your first  
13 meeting?

14 A. Yes.

15 Q. Okay.

16 And at that meeting, you had not  
17 ever signed a shareholder agreement, correct?

18 A. Correct, I have never seen one.

19 MR. McLAREN: Okay. And this  
20 is going to be made the next  
21 exhibit in this deposition, but  
22 it's Exhibit-14.

23 BY MR. McLAREN:

24 Q. And it says that Ron Davis -- do

1           you know who he was, Doctor?

2           A.     Yes.   He was the CFO.

3           Q.     Okay.

4                   And the -- and the minutes reflect  
5                that he reviewed the financial status of the  
6                company for the month of January 2015, and  
7                year-to-date 2015 and then it's got a bunch  
8                of numbers, statistics.

9                   Do you recall him presenting the  
10          financials for West Clinic?

11           A.     Yes.   He did that as a standard.

12           Q.     Okay.

13                   Do you remember whether you asked  
14          any questions about that?

15           A.     I didn't know what questions to  
16          ask.   There were no questions from anybody  
17          else.   I do recall that those financials were  
18          up on a -- a slide, on a PowerPoint, and we  
19          looked at it while we were having dinner.

20                   I recall there was no discussion of  
21          what individual physicians made, or any  
22          reference to any buy-in, buy-out, or any of  
23          that sort of thing.

24           Q.     Okay.

1       David may know that better than I. I don't  
2       know if I am or not, because I've never  
3       had -- we never reached a termination  
4       agreement.

5           Q. Right. Yeah.

6           Now, Paragraph 120 says that you  
7       were never provided with a report or other  
8       documents that stated the total amount of  
9       bonuses that Plaintiff earned, or that showed  
10      and/or explained the deductions that  
11      Defendant made.

12           You did have meetings with  
13      Erich Mounce, didn't you?

14           A. I had a -- I had a phone call  
15      meeting. It was a phone meeting with  
16      Erich Mounce, and I can check the dates, but  
17      I did, and we did go over -- I did ask him to  
18      give me an idea of how my bonuses were  
19      calculated, yes.

20           Q. Did he give you what he called a  
21      cheat sheet, and go over it with you showing  
22      in detail precisely how your bonus was  
23      calculated; do you remember that term that he  
24      used in one of the emails that you furnished

1 a cheat sheet?

2 A. He did, but he never furnished me  
3 with that cheat sheet.

4 Q. You didn't sit down and talk with  
5 him about your bonus calculations?

6 A. I sat down and talked with him over  
7 the phone, not face-to-face about how my  
8 bonus was calculated, and I jotted it down on  
9 a piece of paper, as you ran through those  
10 numbers.

11 And then there's a follow-up email  
12 for -- I don't know if that was the same  
13 time. I think that there was one maybe  
14 another time that I asked him about that,  
15 because, yeah, again, I mean, you know, that  
16 was sort of a recurring theme, me asking him  
17 to give me some explanation and some  
18 documents.

19 But to answer your question, did I  
20 ever been given a cheat sheet, no, I had  
21 never been given a cheat sheet.

22 Q. You were never given an Excel  
23 spreadsheet that showed your compensation?

24 A. Not that I can recall. I -- I

1                   Exhibit-9 of your Complaint, and it's  
2 attached --

3                   MS. STERLING: Mike, I think  
4                   that is in our -- our Exhibit-13, I  
5                   believe.

6                   MR. McLAREN: Is it 13?

7                   ATTORNEY#5: Our Exhibit-13,  
8                   not hers.

9                   MR. McLAREN: Yes, yes.

10                  ATTORNEY#5: Our premarked 13.

11                  MR. McLAREN: Yes.

12                  MR. BURKHALTER: All right.

13                  She has that.

14                  MR. McLAREN: Okay. It's  
15                  called WEST00423.

16 BY MR. McLAREN:

17 Q. This is you -- look at the email --

18                  MR. McLAREN: And I want to  
19                  make this the next exhibit, this  
20                  email, and the attachment.

21 BY MR. McLAREN:

22 Q. This is an email from you to Mitch  
23 Graves, correct?

24 A. Correct.

1 Q. And you found this attachment in  
2 your desk drawer, correct?

3 A. Yes, that's correct.

4 Q. And it references 2016 bonus  
5 calculation?

6 A. Correct.

7 Q. And in 2016, you learned that --  
8 well, according to your email, that you paid  
9 448,000 in 2016, correct?

10 A. Correct.

11 Q. And that doesn't account for what  
12 you paid in -- in 2015, correct?

13 A. Yeah. I wasn't quite sure what I  
14 paid in 2015.

15 Q. So you knew on -- in 2016, what you  
16 had paid in totaled over \$500,000, correct?

17 A. That's correct.

18 Q. Okay.

19 And yet you continued to be a  
20 shareholder in 2017, 2018, 2019, into 2020,  
21 correct?

22 A. Yes. So 2016 is what I know was  
23 taken out of my -- as for a buy-in. In 2015,  
24 2017, 2018, I was never given any

1 A. Yes. You asked me about 2017.

2 Q. Oh, I'm sorry. I thought I'd ask  
3 you about 2016. In 2016 --

4 A. That's why -- yes.

5 Q. Let's start over. I made a  
6 mistake.

7 In 2016, you knew exactly how much  
8 you had paid in for what you call your  
9 buy-in, correct?

10 A. Yes.

11 Q. Okay.

12 So with respect to Paragraph 158,  
13 the defendants didn't cover up anything about  
14 calendar year one -- 2016, did they?

15 A. Not for that year because I asked  
16 for that.

17 Q. Okay.

18 A. I also asked for that on other  
19 years. I just didn't get it.

20 Q. Okay.

21 Let's go to your Answers to  
22 Interrogatories.

23 A. You have the Answers to  
24 Interrogatories.

1                   So you had a conference with Erich,  
2                   Kurt Tauer, and Lee Schwartzberg about your  
3                   bonus at year-end 2016, did you?

4                   A. I guess I did. I can't recall that  
5                   meeting, but part of this email, that it  
6                   seems so I did.

7                   Q. Okay.

8                   I mean, your recollection would be  
9                   better in 2016 than your recollection now in  
10                  2022, correct?

11                  A. I would agree, yes.

12                  Q. Okay.

13                  Do you remember any other details  
14                  of that meeting between you, Kurt Tauer, and  
15                  Lee Schwartzberg, other than the fact that  
16                  they told you what your bonus would be close  
17                  to?

18                  A. I don't recall.

19                  Q. And he -- and you say -- you  
20                  reference your first year bonus, and you  
21                  reference that you want to know an  
22                  explanation of the breakdown of your bonus,  
23                  correct?

24                  A. Yes.

1           Q. And Mr. Mounce responded to you --  
2       well, now, did you -- and he said in his next  
3       email back to you the same day, three hours  
4       later, "For our discussion."

5           Is that where you got this note  
6       where you calculated what your bonus was?

7           A. I'm trying to understand this  
8       four-hour discussion.

9           Q. Yeah, I'm suggesting --

10          A. Yeah, pertains to --

11          Q. I'm suggesting to you that there  
12       was a something attached to that email; do  
13       you recall any of this?

14          A. No, I cannot recall.

15          Q. Okay. Okay.

16           So let's go to Page 187.

17          A. (Witness complies.)

18          Q. And you said, "Thanks for meeting  
19       with me last Thursday."

20           So it looks like a month after you  
21       met with Erich, Kurt, and Lee, you had a  
22       reference to that meeting. Another meeting  
23       would be a second meeting because it was over  
24       a month later.

1                   Do you see that?

2                   A. No, sir. So, you know, this is --  
3 this is -- let me just finish. This is  
4 confusing because your email timeline is  
5 backwards.

6                   So to your question in Page 186,  
7 you know, where it says, "Erich Mounce" --  
8 the email says, "P.S. Dr. Fenton, please call  
9 me or ask Jenny to set up a time."

10                  And I told you I must have done  
11 that. I recall doing such. Now, the  
12 followup to December 23rd is the  
13 January 23rd, 2016, and I referred to a  
14 meeting. Do you see that, December 23rd,  
15 2015? And that the next email I send in is  
16 January 23, 2016, so that is, what, roughly  
17 about a month later.

18                  I say, "Thank you for meeting with  
19 me last Thursday."

20                  So there must have been an email  
21 that I sent to Jenny and that Erich and I  
22 met, and I have a -- follow-up questions that  
23 I'm asking him, which he's answering at the  
24 top of -- of that -- that email page.

1 Q. Okay.

2 Let's -- if we could --

3 A. Can you see that?

4 Q. Let's, if we could --

5 A. And then what you're referring to  
6 is -- you -- you know, you're looking at a  
7 timeline of over a year, December 23, 2016,  
8 you know, that's a year later.

9 Q. Let's do this.

10 A. January of 2016, that's 12 months  
11 apart.

12 Q. Yes.

13 Let's, if we could, start over on  
14 this, okay --

15 A. Okay. Let's do that.

16 Q. -- because email threads are always  
17 confusing.

18 A. Yeah.

19 Q. And December -- on Page 186,  
20 Mr. Mounce told you what your bonus was going  
21 to be, 20,000, plus, right?

22 A. Yes.

23 Q. And that's -- December 23rd, 2015,  
24 you knew to the penny what your bonus was

1 going to be, correct?

2 A. Yes.

3 Q. And Mr. Mounce suggested that you  
4 call him or Jenny to set up a time to meet,  
5 correct?

6 A. Yes.

7 Q. And within a month of that you had  
8 met with Mr. Mounce, if you look at Page 187,  
9 correct?

10 A. Correct.

11 Q. Okay.

12 You had met with him at the prior  
13 Thursday, correct?

14 A. Correct.

15 Q. And you said that -- well, so what  
16 you said earlier about never meeting with him  
17 is probably wrong.

18 You probably misstated, correct?

19 A. Well, I mean, I met with him  
20 multiple times over the course. Did I meet  
21 with him to talk about my bonus, you know, I  
22 didn't have a quite clear recollection,  
23 except that phone conversation because I kept  
24 a note for myself.

1                   But after looking at these emails,  
2 yeah, I have met with him on that one  
3 Thursday after shareholder meeting. So, to  
4 your point, yes, there was this -- this one  
5 incident that we did meet.

6                   Q.     Okay.

7                   So you say, "Thanks for meeting  
8 with me last Thursday. It was very helpful  
9 to talk with you about compensation model,  
10 which I had no clue before the meeting.  
11 After having set the time to process the  
12 information, I have a few follow-up  
13 questions."

14                   And then you said, "Was the 2015  
15 year-end bonus calculated on the model, based  
16 on the model we discussed?"

17                   So you recall now having discussed  
18 the compensation model with Mr. Mounce in  
19 January of 2016, correct?

20                   A.     I'm sorry, can you ask that  
21 question again?

22                   Q.     Sure.

23                   You say, "Was the 2016 year-end  
24 bonus calculated based on the model we

1 discussed?"

2 So you discussed the compensation  
3 model with Mr. Mounce, correct?

4 A. Yes, yes.

5 Q. Okay.

6 And then you say in Number 3, "How  
7 much of the bonus was allocated with a  
8 buy-in, and is this the same amount for the  
9 next four years?"

10 And that's in January of 2016,  
11 correct?

12 A. Correct.

13 Q. Okay.

14 So you discussed that with  
15 Mr. Mounce in January of 2016, correct?

16 A. Correct.

17 Q. Okay.

18 And he responds and he says that he  
19 has "a one-page cheat sheet I have developed  
20 for you."

21 And he says, "No one has ever asked  
22 before, and we never provided to a non-fully  
23 vested shareholder."

24 Do you remember getting that email?

1           you were not fully into the company yet?

2           A.     I -- I have not yet contributed  
3       \$500,000 into the company yet. That's --  
4       that's my interpretation.

5           Q.     Okay.

6                   Now, go the next page, 188.

7           A.     (Witness complies.)

8                   Okay.

9           Q.     And you get an email from Eric  
10      Mounce, December 23, 2016, telling you the  
11      precise dollar amount of your year-end bonus,  
12      correct?

13           A.     Yes.

14           Q.     And you responded about why it's  
15      not 600,000, correct?

16           A.     Right.

17           Q.     And you wanted to know the  
18      breakdown of your bonus.

19                   Now, go back to Exhibit-9 of the  
20      Complaint, which has your handwritten notes  
21      with an exact breakdown of your bonus.

22           A.     (Witness complies.)

23           Q.     Do you see that?

24           A.     That was --

MR. BURKHALTER: Did I catch that email?

THE WITNESS: It's not -- the email -- you're talking about sticky note that I had handwritten?

MR. McLAREN:

BY MR. McLAREN:

Q. I don't know if it's a sticky note or not. I don't know.

A. Can you hold it up, if you have, just show me what you're referring to?

MR. BURKHALTER: It's  
Exhibit-13 to your production,  
Exhibit-13?

THE WITNESS: Yes.

MS. STERLING: Yes. It's our premarked Exhibit-13. Yes, that is correct.

MR. McLAREN: Okay.

BY MR. McLAREN:

Q. So that's after a conversation with Erich Mounce that you wrote down about your 2016 exact breakdown of your bonus calculation, correct?

1 A. Yes.

2 Q. And this is in your handwriting,  
3 right?

4 A. Yes.

5 Q. So you knew in December 2016 or  
6 January 2017 that 40 percent had been  
7 deducted from your bonus.

8 Do you see that that's your  
9 handwriting, "40 percent"?

10 A. Yes.

11 Q. So does that refresh your  
12 recollection that Mr. Mounce told you that  
13 your bonus would be vesting or paying at 100  
14 percent, 80 percent, 60 percent, 40 percent  
15 each year, on a yearly basis?

16 A. No. There was never a vesting  
17 schedule of 80, 60, 40, 20.

18 Q. Okay.

19 A. There was a reference made in that  
20 that's -- that can be done to -- until I  
21 reach the maximum of \$500,000, that it would  
22 be in a grading fashion where each year I  
23 would be making more, that as I became a more  
24 senior shareholder, that I would retain more

David Burkhalter

david@burkhalterlaw.com

November 28, 2022

RE: Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al

11/7/2022, Moon Fenton , M.D. (#5560053)

The above-referenced transcript is available for review.

Within the applicable timeframe, the witness should read the testimony to verify its accuracy. If there are any changes, the witness should note those with the reason, on the attached Errata Sheet.

The witness should sign the Acknowledgment of Deponent and Errata and return to the deposing attorney. Copies should be sent to all counsel, and to Veritext at errata-tx@veritext.com.

Return completed errata within 30 days from receipt of testimony.

If the witness fails to do so within the time allotted, the transcript may be used as if signed.

Yours,

Veritext Legal Solutions

1 Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al  
2 Moon Fenton , M.D. (#5560053)

3 E R R A T A S H E E T

4 PAGE 45 LINE 18 CHANGE Mouse to Mounce

5  
6 REASON spelling

7 PAGE 52 LINE 1 CHANGE Yes, I did.

8  
9 REASON change tense to past tense.

10 PAGE 54 LINE 8 CHANGE Dr. Joe Santoso

11  
12 REASON name spelled incorrectly

13 PAGE 55 LINE 6-7 CHANGE "As a shareholder at that  
14 time, I wasn't dealing with buy-out of other people  
15 who were leaving" - clarification -

16 REASON clarification  
17 PAGE 59 LINE 16 CHANGE "... became  
One Oncology"

18 REASON correction

19 PAGE 63 LINE 9 CHANGE omit "Second"

20  
21 REASON wrong/inappropriate/mis-spoke

22  
23 Moon Fenton M.D.

12/12/22

Date

24

25

Page 297

1 Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al  
2

Moon Fenton , M.D. (#5560053)

3 E R R A T A S H E E T

4 PAGE 75 LINE 5 CHANGE 28% to 20%

5  
6 REASON Correction

7 PAGE 84 LINE 5 CHANGE "He did, as an example"

8  
9 REASON clarification

10 PAGE 99 LINE 11 CHANGE reason to region

11  
12 REASON Correction of wording

13 PAGE 145 LINE 4 CHANGE "key Tam" to Qui Tam

14  
15 REASON correction - wording

16 PAGE 146 LINE 13 CHANGE KEY tampering to  
Qui Tam

17  
18 REASON Correction - wording

19 PAGE 146 LINE 21 CHANGE UPNC to UPMC

20  
21 REASON correction - word

22  
23 MJF 2/22  
Moon Fenton , M.D.

Date

Page 297

1 Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al  
2

Moon Fenton , M.D. (#5560053)

3 E R R A T A S H E E T

4 PAGE 166 LINE 15 CHANGE physician → patients

5

6 REASON wrong word

7 PAGE 172 LINE 3 CHANGE "..he.." to "you"

8

9 REASON wrong quotation/reference

10 PAGE 184 LINE 21 CHANGE now → new

11

12 REASON wrong word

13 PAGE 195 LINE 7 CHANGE reviews → RVUs

14

15 REASON wrong word

16 PAGE 201 LINE 22 CHANGE omit "people's"

17

18 REASON confusing

19 PAGE 201 LINE 23-24 CHANGE omit last sentence

20 "I mean, I'm sorry, all the other people's hard work RVUs."

21 REASON confusing

22

23 M.J. Fenton

12/12/22

24 Moon Fenton , M.D.

Date

25 Page 297

1 Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al  
2 Moon Fenton , M.D. (#5560053)

3 E R R A T A S H E E T

4 PAGE 205 LINE 11 CHANGE omit "8"

5  
6 REASON No meaning/purpose

7 PAGE 207 LINE 6-7 CHANGE to "assess fair  
market value"

8  
9 REASON clarification

10 PAGE 213 LINE 12 CHANGE valued → evaluated

11  
12 REASON clarification of wording

13 PAGE 216 LINE 17 CHANGE "That's correct" to  
"I had a suspicion".

14  
15 REASON clarification

16 PAGE 225 LINE 22 CHANGE UP → UT

17  
18 REASON misspelling

19 PAGE 229 LINE 5 CHANGE weren't → worked

20  
21 REASON wrong word

22  
23 Moon

12/12/22

24 Moon Fenton , M.D.

Date

1 Fenton, M.D., Moon v. The West Clinic, PLLC, Et Al  
2

2 Moon Fenton , M.D. (#5560053)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Moon Fenton , M.D., do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10 Moon Fenton

11 Moon Fenton , M.D.

12/12/22

Date

12 \*If notary is required

13 SUBSCRIBED AND SWORN TO BEFORE ME THIS

14 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.  
15

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_

19 NOTARY PUBLIC  
20  
21  
22  
23  
24  
25

Page 298

# **Exhibit B**

**From:** [Erich Mounce](#)  
**To:** [Moon Fenton](#)  
**Subject:** Year End  
**Date:** Wednesday, December 23, 2015 2:39:18 PM

---

Hi Dr. Fenton:

Thank you for another amazing year with the West Clinic and Cancer Center. Your 4<sup>th</sup> quarter bonus is \$20,632.17.

Please remember that these payments are made via hard checks that are cut and dated in December and manually handed out the first week of January.

Please feel free to contact Bonnie Legg with any changes or tax withholding questions no later than Monday December 28<sup>th</sup>.

Thank you so much for all you do for our patients and the West family.

Erich

PS Dr. Fenton, please call me or ask Gennie to set up a time if you want to go over the model in person.

Erich Mounce  
Chief Executive Officer  
UT West Cancer Center

100 North Humphreys Blvd.  
Memphis, Tennessee 38120

901-683-0055 Ext 1383  
901-481-2475 Mobile

[EMounce@westclinic.com](mailto:EMounce@westclinic.com)

---

**From:** [Erich Mounce](#)  
**To:** [Moon Fenton](#)  
**Subject:** RE: follow up questions

---

Hi Moon. I have a one page cheat sheet I have developed for you. I need to make sure it is ok with Drs. Tauer and Schwartzberg. We have never provided the total model calculation before to a non-fully vested shareholder. There is no historical reason for that, no one has ever asked and I just want to make sure they are ok with it.

The cheat sheet will show what you got as your base draw, what the total model generated for you was, then your buy in and any other small changes etc..

I should know by tomorrow.

Thanks

Erich

---

**From:** Moon Fenton  
**Sent:** Saturday, January 23, 2016 10:32 AM  
**To:** Erich Mounce  
**Subject:** follow up questions

Hi Erich,

Thanks for meeting with me last Thursday. It was very helpful to talk with you about compensation model, which I had no clue before the meeting. After having some time to process the information, I have a few follow-up questions.

1. Was the 2015 year-end bonus calculated based on the model we discussed?
2. If so, then how much of the \$20,000 was calculated from the 25% "education" piece?
3. How much of the bonus was allocated to the buy-in and is this the same amount for the next 4 years?

Thanks again!

Moon

**From:** [Erich Mounce](#)  
**To:** [Moon Fenton](#)  
**Subject:** RE: Year End Payment / Bonus  
**Date:** Friday, December 23, 2016 12:41:13 PM  
**Attachments:** [Moon Fenton Pay review 2016.xlsx](#)

---

For our discussion

---

**From:** Moon Fenton  
**Sent:** Friday, December 23, 2016 9:54 AM  
**To:** Erich Mounce  
**Subject:** Re: Year End Payment / Bonus

Erich,

My last conversation with you, Kurt, and Lee was that my bonus will be near \$600,000 considering my RVUs will be near 9,000.

My current RVU surpasses that so I'm not sure why my bonus is less than half of projected.

My first year shareholder bonus was about \$20,000 despite my participation in teaching, meetings, and tumor conferences. I understand that I was on a maternity leave that year but I did my full load of rounding, weekend and holiday calls and generated over 5000 RVUs.

Please explain the breakdown of my bonus for me so that I do not feel unfairly compensated.

Sincerely,  
Moon

Sent from my iPhone

On Dec 23, 2016, at 9:17 AM, Erich Mounce <[emounce@WESTCLINIC.com](mailto:emounce@WESTCLINIC.com)> wrote:

Dr. Fenton:

On Wednesday December 21<sup>st</sup>, the West Clinic Shareholders approved the final year end distribution and bonus allocations for each oncology discipline. Each allocation amount has been processed through each disciplines compensation model. As the result of another amazing year and your hard work, you will receive a yearend bonus in the amount of \$258,898.00. Your yearend total compensation shall be approximately \$808,898.49. There may be some variance due to rounding in the model, so please await your W-2 for final year end paid amounts.

The payment will be paid via a “hard live check” and will be dated December 28<sup>th</sup> or 29<sup>th</sup> of December 2016. The checks will be available for distribution beginning the week of January 4<sup>th</sup> 2017. Should you have any special requests

with regard to tax withholdings or other payment processes, please contact Bonnie Legg directly.

As always, thank you for your commitment and service to our patients and our associates

Erich

**Erich Mounce** | Chief Executive Officer  
West Cancer Center  
7945 Wolf River Blvd  
Memphis, TN 38138  
Phone: 901-683-0055 ext. 61383 | Mobile: 901-481-2475  
[westcancercenter.com](http://westcancercenter.com) | 901.683.0055

<image003.jpg>

**Moon Fenton**

2016 Pay per formula:

Total Generated	Productivity	Quality / Metrics	Education / Teaching
<b>1,257,243.91</b>	\$ 805,710.91	\$ 301,265.00	\$ 150,268.00

Model is Total Generated (less) Base of \$510,000 = \$ 747,243.91  
 Times 40% \$ 298,897.56 Thus you get this % of your bonus since this is your second year and it is a buy in of 20% per year

Thus Base \$ 510,000.00  
 Bonus \$ 298,897.56

Total Due \$ 808,897.56

Paid to Date \$ 550,000.00 This includes 12 months at \$31,250 and \$40,000 total of quarterly bonuses

Final Bonus due \$ 258,897.56

# **Exhibit C**

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TENNESSEE  
FOR THE WESTERN DIVISION

MOON FENTON, M.D., )  
                          )  
Plaintiff,             )  
                          )  
v.                      )       No: 2:21-cv-02790  
                          )       Judge: Lipman/Pham  
THE WEST CLINIC, PLLC, f/k/a THE )  
WEST CLINIC, PC, d/b/a WEST CANCER CENTER,)  
WEST LEASECO, LLC,          )  
WEST DESOTO PARTNERS, LLC,     )       **JURY DEMAND**  
WEST PARTNERS, LLC,         )  
WEST UNION PARTNERS, LLC,     )  
WEST WOLF RIVER PARTNERS, L.P., f/k/a )  
WEST WOLF RIVER PARTNERS, LLC,     )  
WEST CAPITAL, LLC,          )  
WEST CLINIC HOLDCO, PC, and     )  
WEST EQUITY, LLC,             )  
                          )  
Defendants.                )

---

**PLAINTIFF'S ANSWERS TO DEFENDANTS' FIRST SET OF INTERROGATORIES**

---

COMES NOW, the Plaintiff, Moon Fenton, M.D., by and through counsel, pursuant to **Rule 33 of the Federal Rules of Civil Procedure**, and hereby answers the Defendants' First Set of Interrogatories, as follows:

**INTERROGATORY NO. 1:** Identify all persons having knowledge or information of any relevant or discoverable facts or information which support, negate, or otherwise relate to the allegations or any matter related to this Litigation, regardless of whether you intend to call them as a witness, and for each person identified provide a detailed summary of the facts or information of which the person is knowledgeable.

**ANSWER:** The Plaintiff objects to this Interrogatory because it is overly broad and burdensome, and as to many of the people listed below, that unless otherwise stated, Plaintiff has

only general knowledge of the areas the witnesses should have information and knowledge of, but she cannot get into their minds to provide a definitive “summary of the facts or information of which the persons is knowledgeable”. However, without waiving the objection, and in a good faith attempt to answer, Plaintiff states:

1. **Moon Fenton, M.D.** has knowledge of the allegations in the Complaint, Exhibits thereto, and of her answers to these Interrogatories and Document Requests, and of the documents provided to Defendant in discovery, and of the information set forth in her Rule 26 disclosures to which reference is hereby made. For further answer, see Plaintiff's Answers to Interrogatories set forth below, and her response to the Document Requests and the documents and things provided therewith. For further answer, see documents provided in response to the Document Requests.
2. **Reid Evensky** should have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, of the representations made to Plaintiff, the legal

structure of Defendants, the deal with Methodist and why it was terminated, the False Claims Act case filed against The West Clinic, Methodist, Erich Mounce, Lee Schwartzberg, and others, the settlement thereof, and why it was dismissed without prejudice, the CARES Act loan, and of legal claims made by shareholders and the settlement or disposition of such claims. He should also have knowledge of his communications with Plaintiff following her notice of termination and of the reasons why Defendants failed to honor their agreements with Plaintiff, and he would have knowledge of the two settlement agreements he provided to Plaintiff following her termination. For further answer, see Plaintiff's Response to Interrogatory No. 2, and see documents provided in response to the Document Requests.

3. **Erich Mounce**, as CEO, made promises and representations to Plaintiff regarding bonuses, the shareholder model, and the buy-in for \$500,000. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective and secretive nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, the deal with Methodist and why it was

terminated, the False Claims Act case filed against The West Clinic, Methodist, Erich Mounce, Lee Schwartzberg, and others, the settlement thereof, and why it was dismissed without prejudice, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answers to Interrogatories Nos. 2 and 6, and see Exh. 9 to Complaint. For further answer, see documents provided in response to the Document Requests.

4. **Mitch Graves**, CEO, should have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, the deal with Methodist and why it was terminated, the False Claims Act case filed against The West Clinic, Methodist, Erich Mounce, Lee Schwartzberg, and others, the settlement thereof, and why it was dismissed without prejudice, of the representations and promises made to Plaintiff, and the CARES Act loan. For further answer, see Plaintiff's Answers to Interrogatories Nos. 2 and 6, and see documents provided in response to the Document Requests.

5.     Dr. Sonia Benn was present at many of the shareholder meetings, and would have knowledge of what was discussed at the meetings. She would have knowledge of her buy-in and of her bonuses. She and Plaintiff had discussions regarding the buy-in where she didn't mind it because when she was hired, her student loans were paid back by the company. When Plaintiff told her that she would be taking legal actions after she left The West Clinic, Dr. Benn shared that she had hoped The West Clinic would be fair. She should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

6.     Dr. Sylvia Richey, now Medical Director, was present at most of the shareholder meetings and should have knowledge of what was discussed at said meetings. She would have knowledge of her buy-in, and the bonuses she was paid. She should have knowledge of Plaintiff's allegations

contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

7. **Dr. Stephen Besh**, was present at many of the shareholder meetings and should have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and bonus payments. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of

any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

8.       **Dr. Kurt Tauer.** He attended shareholder meetings and should have knowledge of what was discussed at said meetings. On one occasion, he discussed whether new shareholders (Michael Berry and Richard Fine) would be allowed to buy-in. He would have knowledge of his buy-in, if any, and of the bonuses he received. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to

shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

9.     **Dr. Lee Schwartzberg**, former medical director at the time, would have knowledge of his buy-in, if any, and of his bonuses. He also discussed Plaintiff's shareholder buy-in with Plaintiff and was involved in the salary negotiations at the time of her hiring in 2012. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, the deal with Methodist and why it was terminated, the False Claims Act case filed against The West Clinic, Methodist, Erich Mounce, Lee Schwartzberg, and others, the settlement thereof, and why it was dismissed without prejudice, and of the representations made to Plaintiff. For

further answer, see Plaintiff's Answers to Interrogatories Nos. 2 and 6, and see documents provided in response to the Document Requests.

10. Dr. Bradley Somer, now president, would have knowledge of his own buy-in, if any, and also of his bonuses. He also discussed the unfortunate situation regarding the financial status of the West Clinic for the “young” shareholders (Eric Weidower, Greg Vidal, and Plaintiff), that despite buying-in, that they were unable to enjoy the compensation of the other shareholders in the past because of the mistake in joining One Oncology. He should have knowledge of Plaintiff’s allegations contained in the Complaint, including Defendants’ policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic’s bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, the deal with Methodist and why it was terminated, the False Claims Act case filed against The West Clinic, Methodist, Erich Mounce, Lee Schwartzberg, and others, the settlement thereof, and why it was dismissed without prejudice, and of the representations made to Plaintiff. For further answer, see Plaintiff’s Answer to Interrogatory No. 2.

11. **Dr. Daniel Powell** should have knowledge of his own buy-in and of bonuses he received. He also would know what was discussed at shareholder meetings. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

12. **Dr. Todd Tillmanns**, was present at many of the shareholder meetings and would know what was discussed at said meetings. He would have knowledge of his own buy-in and of bonuses he received. At one meeting, Dr. Tillmanns proposed to bring in more shareholders to use their buy-in to help with financial needs in 2018 when separating from Methodist. Dr. Courtney Shires told Plaintiff that Dr. Tillmanns approached her in regards to becoming a shareholder with significant financial benefits as she becomes more of a senior shareholder. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies

and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

13. Bonnie V. Legg would have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in

the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

14. **Dr. Gary Tian**, was present at many of the shareholder meetings and would have knowledge of what was discussed at said meetings. He also would have knowledge of his buy-in and of the bonuses he received. He also shared with Plaintiff in about June of 2020, that since West received \$10 million in the CARES Act loan, that money would surely benefit all of the shareholders, and that Plaintiff deserved a share of that money when it was forgiven. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy-in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

15. **Dr. Jarvis Reed**, was present at many of the shareholder meetings and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He also shared with Plaintiff that the shareholders typically make \$1.2 – 1.4 million dollars per year. As Plaintiff understands, he is the only one who did not sign the new contract in 2019, stating he needed his personal legal counsel to review the documents, at which point a special shareholder meeting was held to discuss his termination. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the

bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

16. **Dr. Gregory Vidal**, was present at many of the shareholder meetings and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He expressed his concerns to Plaintiff regarding the honesty of the bonus structure. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

17. **Dr. Eric Wiedower**, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He became a shareholder after Plaintiff had become a shareholder. He and Plaintiff discussed that he took some time to think about whether he would become a shareholder, and he did not accept the proposal immediately. Ultimately, he accepted the position as a shareholder and was also told about the terms of his buy-in at the time of agreement. Dr. Wiedower also voiced concerns over the fact that he paid his buy-in and the unfair compensation he received compared to the other shareholders. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive

nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

18. **Dr. Jason Chandler**, was present at many of the shareholder meetings, and he would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He and Plaintiff spoke on several occasions regarding the unfair sharing of clinic resources and compensation. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

19. **Dr. Arnel Pallera**, was also an executive council member, who was present at many of the shareholder meetings, and he would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He should also have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

20. **Dr. David Portnoy**, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and

of the bonuses he received, and he should have knowledge of the allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

21.     **Dr. Joseph Santoso**, a previous shareholder and an executive council member, was present at many of the shareholder meetings, and he would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in, if any, and of the bonuses he received, and he would probably have knowledge of how the bonuses were calculated and the different buy-in arrangements that Defendants had. Dr. Santoso provided Plaintiff with the shareholder agreement in or about February 2019 as she did not have a copy. The Plaintiff found out from Dr. Courtney Shires that when Dr. Santoso left West, he was compensated for his held bonuses and shares of the company nearing close to \$1 million. He should also have knowledge of the other allegations contained in the Complaint, including Defendants' policies and procedures or lack thereof, Defendants' bonus structure, bonuses the shareholders were paid, the bonuses and compensation he was specifically paid, the details of his own buy in and/or vesting schedule, and the secretive nature of how bonuses were calculated and/or of how or why other shareholders were compensated, and complaints and/or concerns relating thereto. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

22.     **Dr. Benton Wheeler**, a previous senior shareholder and an executive council member, was present at many or all of the shareholder meetings, and he would have knowledge of what was discussed at said meetings, and he would probably have knowledge of how the bonuses were calculated and the different buy-in arrangements that Defendants had. He would have knowledge

of his buy-in, if any, and of the bonuses he received. He provided Plaintiff with a document in or about January 2020 showing the unfair wRVU distribution that Dr. Kurt Tauer and Dr. Brad Somer used to justify their productivity standing and thereby taking higher bonuses and clinic resources, suggestive of their deceit. The Plaintiff may have a copy of this document, and will provide it if it is located. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2, and see documents provided in response to the Document Requests.

23. **Dr. Michael Martin** was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He shared with Plaintiff on multiple occasions throughout the years that the bonus model was bogus and skewed to keep the people in line to agree with any and all

decisions being made by Dr. Lee Schwartzberg and Dr. Kurt Tauer. He alluded to “What it means to be a West Clinic Doctor” as a threat to our bonuses, which is greater than the base salary. As the bonuses came at the end of the year, no one knew what their bonus would be and since all the shareholders had equal voting rights, keeping the bonuses a secret was the only control over the shareholders. For further answer, see documents provided in response to the Document Requests.

24. **Dr. Manjari Pandey**, a previous employee, who was promised a shareholder status after two years of employment. However, she was not given the opportunity to become a shareholder. After she left, Plaintiff spoke with her on the phone and she told Plaintiff that she was lied to about becoming a shareholder despite her years of building a brain cancer program because she was a minority.

25. **Dr. Richard Fine**, a recent shareholder who became a shareholder when The West Clinic required more people to put up personal guarantees to secure a loan from First Tennessee in late 2018/early 2019. Plaintiff specifically asked whether the new shareholders would have to pay a buy-in as Plaintiff did, and Dr. Kurt Tauer stated that was something for discussion in the future, but he would unlikely contribute to any buy-in. He would have knowledge of his buy-in, if any.

26. **Dr. Courtney Shires**, an employed physician, who was approached by Todd Tillmanns regarding becoming a shareholder. She declined because she didn’t want to contribute to a buy-in of a company she felt was not financially stable.

27. **Dr. Matthew Ballo**, a shareholder, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He should also have knowledge of Plaintiff’s allegations contained in the Complaint, including Defendants’ policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic’s bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount

of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

28. Dr. Scott Baum, a shareholder and an executive council member, was present at majority of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details

of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

29. **Dr. Michael Berry**, a recent shareholder, who became a shareholder when West required more people to put up personal guarantees to secure a loan from First Tennessee in late 2018/early 2019. Plaintiff specifically asked whether the new shareholders would have to pay a buy-in as she did, and Dr. Kurt Tauer stated that was something for discussion in the future, but he would unlikely contribute to any buy-in. He would have knowledge of his buy-in, if any.

30. **Dr. David Portnoy**, a shareholder, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. Dr. Portnoy and Plaintiff spoke about how well he was being compensated because "he doesn't complain and just does what he's told." He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including

the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

31. **Dr. Daniel Powell**, a shareholder, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

32. **Mark Reed**, a shareholder, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in

and of the bonuses he received. He should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

33. Linda Smiley, a shareholder, was present at many of the shareholder meetings, and would have knowledge of what was discussed at said meetings. He would have knowledge of his buy-in and of the bonuses he received. She should also have knowledge of Plaintiff's allegations contained in the Complaint, including Defendants' policies and procedures and/or lack thereof, the various agreements signed by the shareholders, The West Clinic's bonus structure as it may have existed and as it may have changed and whether it was uniformly applied, details on the amount of bonuses the various shareholders were paid, details on how the bonuses were calculated for the various shareholders and what was deducted therefrom, the secrecy surrounding the calculation of bonuses for the various shareholders, the subjective nature of the bonus calculation process, the

details of any compensation or other monies received by the shareholders from The West Clinic and/or from the related entities, details on the pay scale for the various shareholders, information on what the various shareholders paid, if anything, in order to acquire their interests in The West Clinic and in the related entities, including the details of any vesting schedule and/or the details of any buy-ins for the various shareholders of The West Clinic, the details of payments made to shareholders who left The West Clinic and how same were calculated, the details of the financial dealings, expenses, and debts of The West Clinic and related entities, and of the representations made to Plaintiff. For further answer, see Plaintiff's Answer to Interrogatory No. 2.

**INTERROGATORY NO. 2:** Identify all persons from whom you have obtained statements in any form regarding the events or claims alleged in this Litigation by any person, whether the statement was obtained by interrogatory, interview, deposition, or otherwise. For each such statement, identify the date on which the statement was given, state the subject matter of the statement, identify any persons present when the statement was made, and identify the person(s) to whom the statement was made.

**ANSWER:** Plaintiff objects to this Interrogatory as overly broad, and burdensome. Further, the phrase "obtained statements in any form" is vague, especially since over her employment, and over the time she was a shareholder, she had innumerable conversations with various people that could constitute "statements", and she cannot possibly provide specific details about each. However, without waiving the objection, and in a good faith attempt to answer, Plaintiff states:

1. Erich Mounce discussed with Plaintiff in person, during her initial visit to The West Clinic during her employment interview in or about October 2011 that her initial employment was to be

for a 2-year duration followed by shareholder status at which point a buy-in would start with payments to be deducted from her bonuses.

2. In a phone discussion with Lee Schwartzberg during salary negotiations, Plaintiff inquired about why the starting salary was significantly below the national average for graduates, and he explained that this would be made up by significant increases in salary and bonuses once Plaintiff became a shareholder. Dr. Schwartzberg explained that the buy-in amount deducted from Plaintiff's bonuses would not seem great because the bonuses are over the national average, and Plaintiff's wRVUs will continue to increase over time. See also, Plaintiff's Answer to Interrogatory No. 6.

3. In connection with Plaintiff's agreement to buy-in to The West Clinic, during the time frame of January 2015 to January 2020, on various occasions Mr. Mounce told Plaintiff that if she was to become a shareholder, she would become part owner of a valuable company, and she would receive compensation at the 95<sup>th</sup> percentile of the Hematology/Medical Oncology physicians in the U.S. Mr. Mounce told Plaintiff that as a shareholder, she would receive salary/bonuses that would be calculated in the same manner as the other shareholders, she would have equal voting rights with the other physician shareholders, and she would receive six weeks paid vacation, continuing medical education, and retirement benefits. Mr. Mounce told Plaintiff that, as part of the buy-in as a shareholder in The West Clinic, she would be an equal owner with the other shareholders in The West Clinic, and she would be an equal owner with the other shareholders in The West Clinic and certain other related and affiliated entities. Mr. Mounce told Plaintiff that if she became a shareholder, she would receive an annual salary of \$510,000, and she would receive bonuses calculated the same as the other shareholders. Mr. Mounce told her that the cost of the buy-in to The West Clinic was \$500,000. Mr. Mounce told her that in order to pay for the buy-in, money would be deducted from her bonuses on annual basis until a total of \$500,000 had been

paid toward her buy-in. Mr. Mounce said that the amount deducted would be based on declining percentages until a total of \$500,000 had been deducted from her bonuses; year one: 80%, year two: 60%, year 3: 40%, and year 4: 20%. Mr. Mounce also told Plaintiff that if she were to leave employment with The West Clinic, the amount she paid pursuant to the buy-out would be refunded to her. Before she agreed to become a shareholder in The West Clinic, she requested a copy of the Shareholders Agreement, but Mr. Mounce told her that the contracts are a work in progress, and he never provided a written contract.

4. In approximately February of 2017, Mr. Mounce provided Plaintiff with a verbal explanation of how her 2016 bonus had been calculated, and she made a contemporaneous note of this. She provided a copy of the contemporaneous note to Mitch Graves on July 21, 2020. See Exhibit 9 to Complaint.

5. The West Clinic's Annual Report filed on March 31, 2019, listed Plaintiff as a Vice President and as a member of the Board of Directors. See Exhibit 1 to Complaint.

6. In or around February 20, 2019, The West Clinic's new CEO, Mitch Graves requested for Plaintiff to sign a document that purported to terminate her "Employment Agreement" even though she did not sign and had not been asked to sign an "Employment Agreement". Plaintiff complied with Mr. Mounce's request, see Exhibit 2 to Complaint, because she didn't think she had a choice.

7. In or about February 22, 2019, Plaintiff was requested by Lee Schwartzberg and Kurt Tauer to sign an employment agreement with The West Clinic, and she complied with this request. See Exhibit 3 to the Complaint.

8. On or about November 30, 2019, Plaintiff and the other shareholders of The West Clinic were requested by Kurt Tauer and Reid Evensky to sign Termination of Shareholders Agreements that referenced a January 1, 2015 Shareholders Agreement. Plaintiff complied with this request

even though she had not previously signed the January 1, 2015, Shareholders Agreement. See Termination of Shareholders Agreement attached to the Complaint as Exhibit 4.

9. After the agreement between The West Clinic and Methodist was terminated in or about January 2019, Plaintiff learned from Reid Evensky the shareholders had to buy back the assets from Methodist, and toward that end, she learned her bonus money would be used to buy back assets from Methodist.

10. In or around February 2019 in conversations with Dr. Sonia Benn and Dr. Gary Tian, Plaintiff was told that their bonuses were much higher than her bonuses and that, in fact, their bonuses had ranged between \$700,000 and \$800,000.

11. In about April of 2020, Plaintiff was told by Mitch Graves during a shareholder meeting that The West Clinic applied for a Paycheck Protection Program CARES Act loan in the amount of \$10 million, and she was told by Mitch Graves and Reid Evensky that The West Clinic intended to seek forgiveness of the \$10 million loan pursuant to the terms of The CARES Act.

12. The Plaintiff gave notice to Mitch Graves and Brad Somer of her termination of employment on April 24, 2020, in a letter, a copy of which is attached hereto, Bates Stamped FENTON000001.

13. In connection with the termination of the agreement with One Oncology, Plaintiff attended a shareholders meeting when the shareholders were told by Mitch Graves and Kurt Tauer that they needed to sign an Unanimous Written Consent Agreement, dated July 10, 2020, a copy of which is attached to the Complaint as Exhibit 6.

14. The Unanimous Written Consent agreement referenced a Side Letter affecting The West Clinic's application for and receipt of loan proceeds available under The CARES Act, and Plaintiff and several other physicians, including Michael Martin, Sylvia Richey, and Gary Tian raised concerns that The CARES Act Loan proceeds were not being used for proper purposes but were

being used to buy back the assets from One Oncology, because it was their understanding that One Oncology was being paid approximately \$10 million. The Plaintiff told Michael Martin she was not going to sign the Unanimous Consent Agreement.

15. Prior to the termination of her employment, Mitch Graves, Brad Somer, Sylvia Richey, Michael Martin, and Sonia Benn attempted to talk Plaintiff out of terminating her employment, and she was told by Reid Evensky she should wait at least six months before she left, because by that date, the value of her interest in the Defendants would be worth significantly more as a result of the forgiveness of the \$10 million CARES Act loan.

16. After Plaintiff gave 90 days' notice of her termination, she asked Mr. Graves about the bonus money she was owed and also about the buy out for her ownership and he told Plaintiff there was no buyout. See Exhibit 10 to the Complaint.

17. After Plaintiff gave 90 days' notice of her termination, she engaged in some discussions with Reid Evensky, Brad Somer, and Mitch Graves. Mr. Graves informed Plaintiff there was no buyout in the agreement. See Exhibit 10 to the Complaint. Reid Evensky told Plaintiff The West Clinic had no money to pay a buy out because it had just had to buy its way out of One Oncology. Evensky told Plaintiff once the company has secured forgiveness of The Cares Act loan, the company would then go back to owning all assets and would be a profitable company, and that would take about 6 months after Plaintiff's resignation. Evensky told Plaintiff her timing was "very unfortunate" but he told Plaintiff he felt that Plaintiff deserved "something", and that he would bring it up to the Executive committee as these things are not "appropriate" for shareholder meeting discussions.

18. Mr. Evensky provided Plaintiff with two different Termination, Purchase And Release Agreement(s). See Bates Stamp FENTON000074 – FENTON000093.

19. In July 25, 2020, in an email exchange with Mitch Graves, Plaintiff asked him why some of the other shareholders had received much higher bonuses than her, and he did not answer her question. See Exhibit 10 to the Complaint.

20. After Plaintiff's notice of termination, she and/or her counsel exchanged some emails/correspondence with Reid Evensky. See Bates Stamped FENTON000009 – FENTON000011, FENTON000019, FENTON000220 – FENTON000243.

21. Dr. Benton Wheeler and Plaintiff had a phone conversation after his departure in or about May 2020, and he informed Plaintiff that The West Clinic shareholders received substantial monies when The West Clinic sold assets to Methodist.

22. Dr. Sonia Benn and Plaintiff had a discussion after Plaintiff left her employment, that she believed the Plaintiff was owed the buy-in monies and that she wished West leadership would be fair with Plaintiff.

23. Dr. Eric Wiedower and Plaintiff had discussions in or about October 2018, November 2019, and February 2020 that he, too, was in the same situation with his buy-in, and he has not been getting his full bonuses per his RVUs.

24. In shareholder meetings, there were discussions about whether new stakeholders, Dr. Richard Fine, Dr. Michael Berry, and Dr. Matt Ballo would also have a buy-in or not and these three were invited to become shareholders because their personal guarantees would boost The West Clinic's borrowing power from the banks.

25. Dr. Brad Somer discussed in shareholder meetings how he felt bad about the three young shareholders (Plaintiff, Dr. Eric Wiedower, and Dr. Greg Vidal) who contributed to buy-in, but the business was no longer successful to maintain the bonuses shared previously.

26. Dr. Todd Tillmanns discussed at a shareholder meeting that bringing in additional shareholders for their contributions to buy-in would be helpful when the organization needed

money when considering separating from One Oncology. According to Dr. Courtney Shires, she was approached by Dr. Todd Tillmanns to become a shareholder, but she declined knowing she would have to pay in to a company that was financially unstable at the time.

27. Dr. Kurt Tauer made numerous comments during multiple shareholder meetings stating that the shareholders make more money because they paid into it and have “skin in the game.” He and Plaintiff also discussed a need for a contract to discuss how to distribute company shares at the time of resignation or retirement as the shareholders are all supposed to be equal owners of the company. However, Dr. Kurt Tauer and Brad Somer argued that some of the shareholders have been at the company longer than others and that should account for more contribution and more pay-out.

28. Dr. Michael Martin and Plaintiff had multiple conversations regarding the calculations of bonuses being subjective to Dr. Kurt Tauer, Dr. Lee Schwartzberg, and Erich Mounce. He related he had similar experiences as Plaintiff with Erich Mounce, when he asked Mounce to explain the bonus structure or calculation; he would bully his answers and frankly intimidate or yell at him. He also felt strongly that if the shareholders kept pressing for details and explanations, the ones doing it would be considered “bad citizens” of the clinic and their bonuses would be further unfairly calculated. Dr. Martin also felt that this is a method to keep everyone in line, to ensure that no one really knew how the bonuses are calculated or distributed.

29. Dr. Benton Wheeler left an envelope on Plaintiff’s desk which stated “for your eyes only” and the contents thereof accused Dr. Kurt Tauer of improperly charging wRVUs under his name for other APP and physician work to inflate his bonuses. The Plaintiff will try to locate the document and will provide it when located.

30. For further Answer, see emails, text messages, and documents provided herewith. See also emails provided by Defendants, Bates Stamped West 182-195 and 229-232.

**INTERROGATORY NO. 3:** Please describe in detail any conversations or communications that Plaintiff had with Defendants which support, negate, or relate to the allegations or matters relevant to this Litigation. As to each conversation or communication identified, provide a detailed summary of the substance of each communication or conversation, identify all persons who were present when the conversation or communication took place, and identify all documents or communications evidencing or relating thereto.

**ANSWER:** Objection. This question is overly broad and burdensome. However, without waiving the objection, and in a good faith attempt to answer, see Plaintiff's Answers to Interrogatories Nos. 1, 2, 5, 6, 8, and 13. See also, Exhibits to Complaint, documents provided herewith, and see documents provided by Defendants or requested to be provided by Defendants in discovery.

**INTERROGATORY NO. 4:** Please describe in detail any communications or conversations Plaintiff had with any other person other than the Defendants which support, negate, or relate to the allegations or matters relevant to this Litigation. As to each conversation or communication identified, provide a detailed summary of the substance of each communication or conversation, identify all persons who were present when the conversation or communication took place, and identify all documents or communications evidencing or relating thereto.

**ANSWER:** Objection. This question is overly broad and burdensome. However, without waiving the objection, and in a good faith attempt to answer, see Plaintiff's Answers to Interrogatories Nos. 2, 3, 5, 6, 7, 8, 13, and 14. See also, documents provided in Plaintiff's Responses to Defendants' Document Requests.

**INTERROGATORY NO. 5:** Identify all documents that support, negate, or otherwise relate to your contention that you had a contract under which you "bought in" to the West Clinic

at a maximum amount of \$500,000 and that such “buy-in” would be refunded to you upon your termination of employment, as alleged in paragraphs 25 through 27 and 47 of the Complaint.

**ANSWER:** This was a verbal contract. Numerous documents establish that there was a contract to buy-in to The West Clinic and related entities. For further answer, see Exhibits to Complaint, documents provided herewith, and see documents provided by Defendants or requested to be provided by Defendants in discovery, including Bates Stamped West 182-195 and 229-232.

**INTERROGATORY NO. 6:** Please describe in detail all facts or information on which you base your allegation that Defendants promised or represented to you that you would have a “buy-in” to the West Clinic of a maximum amount of \$500,000 and that such “buy-in” would be refunded to you upon your termination of employment, as alleged in paragraphs 25 through 27 and 47 of the Complaint.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, see promises and representations made by CEO as set forth in Plaintiff’s Answer to Interrogatory No. 2, and see Plaintiff’s Answers to Interrogatories Nos. 3, 5, and 6.

After her initial visit to The West Clinic in or around October of 2011, Plaintiff spoke with Lee Schwartzberg to negotiate a starting salary. He asked what Erich Mounce told her – that he was curious, and Plaintiff told him what he told her. Dr. Schwartzberg corroborated the statements made by Mounce and later sent Plaintiff an email. See Bates Stamped FENTON000008.

**INTERROGATORY NO. 7:** Please describe in detail the factual and legal basis for your contention that you entered into an oral, binding contract to “buy-in” to the West Clinic, as set forth in paragraphs 47 through 50 of the Complaint.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, see Plaintiff's Answers to Interrogatories Nos. 2, 3, 5, 6, 8, 13 and 14. Plaintiff relied to her detriment on the promises and representations of CEO Mounce, and she fully performed her side of the contract up to the date of her termination.

**INTERROGATORY NO. 8:** Please describe in detail all facts or information on which you base your contention that Defendants improperly calculated your bonuses.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, Plaintiff states she knew that her work RVUs were at least average to other shareholders, and many years above average or one of the top wRVUs. Despite that, Plaintiff was not given equal productivity bonuses compared to other shareholders, even with her participation in quality measure, development of head and neck cancer program (which became the 5<sup>th</sup> leading cancer diagnosis seen at West Clinic), active research role as a principal investigator, and teaching trainees and participating services at Methodist hospital. Further, the bonus calculation was very secretive, and Plaintiff does not know how Defendants came up with the numbers on the bonuses.

In 2017, the Plaintiff asked Erich Mounce to explain to her the 2016 bonus calculation. He outlined the following: \$150,268 (education), \$301,265 (Quality Metrics), \$805,710 (productivity) added up to \$1,257,243. Plaintiff was paid base salary of \$510,000 leaving \$747,243 for her bonus. However, she was only given a \$298,897 bonus that year. When asked, he said it would go to Plaintiff's buy-in, so that year alone, Plaintiff contributed \$448,346 to her buy-in when no more than \$500,000 was to be deducted. (See Exhs. 9 and 10 to Complaint). For

further answer, see Plaintiff's Answers to Interrogatories Nos. 2, 13, and 14, and documents referred to therein.

**INTERROGATORY NO. 9:** Please describe in detail all facts or information on which you base your contention that there were deductions from your bonuses that were applied to your "buy-in" to the West Clinic.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, see Plaintiff's Answers to Interrogatories Nos. 2, 5, 6, 7, 8, 10, and 13. See also, Exh. 9 to Complaint and see emails Bates Stamped West 182-195 and 229-232. See also, Defendants' Response to Plaintiff's Requests for Admissions.

**INTERROGATORY NO. 10:** Please describe in detail all facts or information on which you base your contention that that you are owed money for your ownership interests in Defendants upon your voluntary termination of employment.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, Plaintiff states that upon her termination, based on Plaintiff's buy in, she was to receive the \$500,000 that was supposed to have been deducted from her bonuses for the buy-in, but it turns out much more than \$500,000 was deducted from her bonuses. Additionally, she signed certain documents that provided she would be paid for her ownership interests. For further answer, see Plaintiff's Answers to Interrogatories Nos. 2, 3, 5, 6, 7, 8, 13, and 14.

**INTERROGATORY NO. 11:** Please describe in detail each and every material misrepresentation of fact that you allege was made by any of the Defendants related to the matters

in this Litigation. For each alleged misrepresentation, provide a description of the substance of the alleged misrepresentation; state the date it was made; identify the person who made it; state the manner in which it was made, *i.e.*, the type of communication; state the place at which it was made; identify all documents or communications evidencing or relating to the misrepresentation; and identify any other persons who were present or witnessed the alleged misrepresentation.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, see Plaintiff's Answers to Interrogatories Nos. 2 and 6, with respect to her conversations with CEO Mounce and Dr. Schwartzberg. The Plaintiff is not aware of any witnesses to these conversations. For further answer, see Plaintiff's Answers to Interrogatories Nos. 2, 3, 5, 6, 8, 13, and 14.

**INTERROGATORY NO. 12:** Please describe in detail how you discovered information about the West Clinic's assets, as alleged in paragraphs 63 through 65 of the Complaint. Your response should include, but not be limited to, the exact date(s) you made such discoveries, who provided the information to you, any other persons who were present, and the details of the information you allege you discovered.

**ANSWER:** Objection. This Interrogatory is overly broad and burdensome. However, without waiving the objection and in a good faith attempt to answer, Plaintiff heard this mentioned during a shareholder meeting in or around November or December 2018, but she learned more after she was requested to sign, and did sign, a personal guarantee. Plaintiff later spoke with other people, such as Dr. Joseph Santoso, Dr. Gary Tian, and Dr. Benton Wheeler, who informed her that when the transaction occurred, they had received monies as a result of the asset sale to Methodist.

**INTERROGATORY NO. 13:** Please describe in detail the amounts you allege were deducted from your bonuses towards a “buy-in” and identify all documents you used, created, or maintained to keep records of such deductions.

**ANSWER:** Objection. This information is in the possession of Defendants, and Plaintiff has not been provided documents necessary to calculate the amounts deducted, and she reserves the right to modify these calculations once additional documents are obtained, but in a good faith attempt to answer, Plaintiff states using documents provided by Defendants to date, it appears the following was retained by Defendants from Plaintiff's bonuses, to-wit:

Buy-In Calculation Using documents provided by Defendants<sup>1</sup>

<u>Total Bonus</u>	<u>Total Bonus to be Paid to Fenton</u>	<u>Total Bonus Retained</u>
2015: \$489,563.63	\$77,912.72 (Paid: \$30,632.17) <sup>2</sup>	\$458,931.46
2016: \$747,243.91	\$298,897.56	\$448,346.35
2017: \$654,739.08	\$392,843.44	\$261,895.64
2018: ??????????? <sup>3</sup>	\$40,000.00	\$400,000.00?? <sup>4</sup>
2019: ????????????	\$401,994.11	???????????
	Total Bonus Retained:	\$1,569,173.45

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<sup>1</sup> West 229, 230, 231, and 232.

<sup>2</sup> Based on discrepancy in 2015 of \$47,280.55. \$489,563.63 - \$77,912.72 = \$411,650.91 + \$47,280.55 = \$458,931.46. (West 229; 232).

<sup>3</sup> It appears Defendant failed to provide bonus information for 2018 and 2019.

<sup>4</sup> Deducted for building purchase. Plaintiff does not have documents showing the amount deducted on wRVU (which may be higher), but this was her calculation based on her estimate of what Plaintiff was told the money would be used for. For further answer, see Plaintiff's Answer to Interrogatory No. 14.

**INTERROGATORY NO. 14:** Please describe in detail the basis for your contention that Defendants appropriated approximately \$400,000 from your 2018 bonus to buy back assets from Methodist, as alleged in paragraphs 67 and 150 of the Complaint.

**ANSWER:** Plaintiff was not provided with details of exactly how much money was deducted from her bonus check for 2018. However, Plaintiff believes her wRVU in 2018 was approximately 9,027, but this number should be in possession of Defendant, and has been requested by Plaintiff in discovery. The Plaintiff does not know the exact calculation of the Methodist wRVU compensation at the time (she was not provided with documents regarding the partnership agreement with Methodist). The Plaintiff heard values ranging from \$130 to \$135 per wRVU. This would mean that The West Clinic would have been paid approximately \$1,218,645 for Plaintiff's 2018 wRVUs. However, West was ending the Methodist contract and was required to buy the Wolf River building. Plaintiff estimated that at least \$400,000 or more from her bonuses were used in 2018 as she earned \$550,000 that year.

**INTERROGATORY NO. 15:** Please identify the date upon which you became aware that Defendants had deducted more than \$500,000 from your bonuses, as alleged throughout the Complaint.

**ANSWER:** Plaintiff did not learn this until June of 2022 when she received documents from the Defendants. For further answer, see Plaintiff's Answer to Interrogatory No. 13.

**INTERROGATORY NO. 16:** Please describe in detail the reason(s) you voluntarily terminated your employment with the West Clinic.

**ANSWER:** The Plaintiff had become increasing disenchanted with The West Clinic's leadership, the secrecy and intimidation regarding the bonuses, and its culture. She was offered a

co-lead in Head and Neck Cancer program at University of Pittsburgh Medical Center, which is an NCI-designated cancer center, nationally top-ranked, and she decided to accept the opportunity.

**INTERROGATORY NO. 17:** Please describe in detail your notice of voluntary termination from the West Clinic, including but not limited to the date on which you provided a notice, the manner in which you provided a notice, to whom you provided notice, and any other persons who were present or witnessed you providing notice of your voluntary termination.

**ANSWER:** The Plaintiff gave notice on 4/24/20 in writing and provided the notice to Dr. Brad Somer and Mitch Graves. See Bates Stamped FENTON000001.

**INTERROGATORY NO. 18:** Please provide a detailed itemization of all damages and other amounts for which you seek recovery in this Litigation and identify all documents evidencing or relating to these claimed damages.

**ANSWER:** Objection. The Plaintiff has not received all the documents she requested that Defendants produce in discovery necessary to do a projection, and she reserves the right to revise this upon receipt of such documents. Plaintiff is claiming economic and punitive damages including but not limited to: (1) The Amount deducted from her calculated bonuses in excess of \$500,000; (2) The amount that should have been paid to Plaintiff upon termination of her employment: \$500,000.00 plus bonuses that were retained over and above this amount; (3) The value of her ownership interest in the Defendants in an amount to be set by the jury; (4) The amount that should have been paid to her as a member, partner, and/or shareholder in the Defendants since her termination in an amount to be set by the jury; (5) If rescission is found to be the appropriate remedy, the return of all monies withheld from Plaintiff's bonuses; and (6) The amount of bonuses paid to other shareholders over and above what was paid to Plaintiff to the extent her bonuses were calculated differently. The Plaintiff is also asking for an accounting, for a constructive trust and/or

resulting trust to be imposed on the assets of the Defendants, and for an appraiser to be appointed to determine the value of the various entities. Plaintiff is claiming attorney's fees, costs, and litigation expenses, and prejudgment interest, in such amounts as allowed by the judge. For further answer, see Plaintiff's Answers to Interrogatories Nos. 13 and 14.

**INTERROGATORY NO. 19:** To the extent not already identified, please identify all documents or tangible items upon which you rely in support of your allegations in the Litigation.

**ANSWER:** Objection. Discovery is ongoing and Plaintiff has not received all documents she requested from Defendants. Plaintiff reserves the right to revise this answer, and also, will be making a pretrial exhibit filing to which reference is hereby made. In a good faith attempt to answer, see Exhibits to Complaint, see documents provided herewith, see Defendants' Answers to Interrogatories and Document Requests and documents provided therewith (or requested by Plaintiff and not yet provided). See also, Defendants' Response to Plaintiff's Requests for Admissions.

**INTERROGATORY NO. 20:** If your response to any of the First Requests for Admission is anything other than an unqualified admission, please provide the following information for each response:

- a. All facts that you contend support any responses constituting your denial, refusal to admit, or qualified admission;
- b. Identify any documents that support any responses constituting your denial, refusal to admit, or qualified admission; and

c. Identify any persons who purportedly possess knowledge of facts or information supporting any responses constituting your denial, refusal to admit, or qualified admission.

**ANSWER:** Please see Plaintiff's Responses to Requests for Admissions.

RESPECTFULLY SUBMITTED this the 24th day of June, 2022.

**THE BURKHALTER LAW FIRM, P.C.**

s/David A. Burkhalter, II  
David A. Burkhalter, II, BPR #004771  
D. Alexander Burkhalter, III, BPR #033642  
Zachary J. Burkhalter, BPR #035956  
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P.O. Box 2777  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing document was served upon counsel of record via Email, this the 24th day of June, 2022.

s/David A. Burkhalter, II  
David A. Burkhalter, II

# **Exhibit D**

**WEST CLINIC SHAREHOLDERS MEETING**

**August 22nd, 2018**

**Meeting Minutes**

**I. CALL TO ORDER:** The meeting was called to order by Dr. Kurt Tauer at 6:20 p.m.

**Shareholders Present:** Drs. Tauer, Tian, Richey, Benn, Fenton, Smiley, Schwartzberg (via phone), Vidal, Somer, Tillmanns, Chandler, Powell, Pallera, Wheeler, Portnoy, J. Reed and Besh.

**Shareholders not present:** Drs. Mark Reed, Mike Martin, Scott Baum

**Management Present:** Erich Mounce, Reid Evensky and Ron Davis

**II. REVIEW OF MINUTES:**

The shareholders were presented with the minutes from the previous meeting held on June 26th, which they reviewed. Upon review, the group had no corrections. Dr. Arnel Pallera put forth a motion for approval and the motion was subsequently seconded by Dr. Richey, the motion was then unanimously approved by the shareholders.

**III. REVIEW OF FINANCIALS:**

**A. None Presented**

**IV. OLD BUSINESS:**

**A. Updates / Minutes on Committees**

**a. PSA Operating Committee: No Minutes Attached**

No PSA meetings have been held since the last shareholders meeting

**b. Cancer Center Council: No Minutes Attached**

No Cancer Council meetings have been held since the last shareholders meeting

**c. HOTP Minutes : Education / Fellows: Minutes Attached**

Erich Mounce provided the shareholders with copies of the past several months of HOTP meeting minutes for their review.

**d. Clinical Practice Committee: Minutes Attached**

Erich Mounce provided the shareholders with copies of the past several months of CPQ subcommittee meeting minutes for their review.

**e. Executive Committee Report: Minutes Attached**

Erich Mounce provided the shareholders with copies of the past several months of Executive Committee meeting minutes for their review.

**B. Updates in Old Business:**

**a. Methodist Unwind Update:**

Dr. Tauer and Erich Mounce provided the shareholders with an update on the unwind negotiations with MLH. Following the first two formal unwind meetings the following has been communicated to West; 1) MLH is not interested in a radiation oncology joint venture; 2) They are requesting to focus on strictly following the unwind agreement; 3) West will acquire the Germantown linear accelerators; 4) West will acquire the Germantown Cancer Center building; 5) The MRPC breast center will leave the Germantown building; 6) West will acquire back all of its radiology and infusion departments; 7) MLH is not interested in West leasing the cancer center space built out in the new downtown tower; 8) West will be reassigned the leases for Midtown, Desoto and Brighton sites, finally ; 9) Both sides are still unclear on the stem cell

transplant program, but both sides would like to try and keep the program growing with minimal disruption.

Initial CONs have been filed for the linear accelerators and the PET Scanners. We will be filing a CON for the ASTC in the very near future. The ASTC will require specific construction reconfiguration within our radiology department.

**b. University Proposal:**

Erich Mounce reviewed for the shareholders the proposal provided to UTHSC by West last week. The proposal that was provided is attached as exhibit "A" to these minutes. After discussion the shareholders agreed with the proposal. The executive committee will continue to work with UTHSC in order to try and complete a deal that is beneficial to both West and UTHSC for the continuation of research and education.

**V. NEW BUSINESS**

**A. Tenet / St. Francis:**

Erich provided the shareholders with an update on the discussions with St. Francis / Tenet on developing a breast center on both the Park and Bartlett campuses in a joint venture model. Currently we are in informal discussion and formal business structure or business terms have been proposed. Dr. Berry is involved in the discussions. The Executive Committee will continue to monitor these discussions.

**VI. GENERAL DISCUSSION**

**None**

**VII. ADJOURNMENT:**

THERE BEING NO FURTHER DISCUSSION THE MEETING WAS  
ADJOURNED AT 8:20 PM.

These minutes are respectfully submitted for review and comment by:

---

Erich Mounce

These minutes are accepted by:

---

Kurt W. Tauer, M.D.  
Secretary/Shareholder

# **Exhibit E**

**FENTON, M.D.**

**VS**

**WEST CLINIC, PLLC, et al.**

---

**REID EVENSKY**

**November 08, 2022**



**Melissa M. Smith, RPR, LCR, CCR**

Chattanooga (423)266-2332 Jackson (731)425-1222  
Knoxville (865)329-9919 Nashville (615)595-0073 Memphis (901)522-4477  
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1           IN THE UNITED STATES DISTRICT COURT  
2           WESTERN DISTRICT OF TENNESSEE  
3           FOR THE WESTERN DIVISION

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4           MOON FENTON, M.D.,

5                         Plaintiff,

6           vs.    No. 2:21-cv-02790

7    Judge: Lipman/Pham

8    JURY DEMAND

9           THE WEST CLINIC, PLLC, f/k/a THE  
10          WEST CLINIC, PC, d/b/a  
11          WEST CANCER CENTER,  
12          WEST LEASECO, LLC,  
13          WEST PARTNERS, LLC,  
14          WEST UNION PARTNERS, LLC,  
15          WEST WOLF RIVER PARTNERS, L.P., f/k/a  
16          WEST WOLF RIVER PARTNERS, LLC,  
17          WEST CAPITAL, LLC,  
18          WEST CLINIC HOLDCO, PC, and  
19          WEST EQUITY, LLC,

20                         Defendants.

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21                         Video/Videoconference Deposition of:

22                         REID EVENSKY

23                         Taken on behalf of the Plaintiff  
24                         November 8, 2022

25                         Commencing at 1:35 p.m.

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26                         Elite-Brentwood Reporting Services  
27                         www.elitereportingservices.com  
28                         MELISSA M. SMITH, RPR, LCR, CCR  
29                         Senior Managing Associate  
30                         Chattanooga, Tennessee  
31                         (423)266-2332

1

2 A P P E A R A N C E S

3

4

5 For the Plaintiff:

6 MR. DAVID A. BURKHALTER, II  
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9 david@burkhalterlaw.com

10

11

12 For the Defendants:

13 MR. MICHAEL G. McLAREN  
14 MS. AMY WORRELL STERLING  
15 Attorneys at Law  
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17 mmclaren@blackmclaw.com  
asterling@blackmclaw.com

18

19

20

Also present:

21

22

MS. AUGUSTA SMITH - Videographer  
DR. MOON FENTON

23

24

25

I N D E X

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11	<b>Exhibit No. 1</b> Schedule A to Rule 30(b)(6) Notice (Docs. 16-18)	8
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13	<b>Exhibit No. 2</b> 2015 Shareholders Agreement (Docs. 551-589)	25
14	Bates No. Confidential West000255 - 293	
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16	<b>Exhibit No. 3</b> Shareholder Employment Agreement (Docs. 827-840)	33
17	Bates No. Confidential West012458 - 12471	
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19	<b>Exhibit No. 4</b> Termination of Employment Agreement signed by Fenton (Doc. 330)	38
20	Bates No. Confidential West000816	
21	<b>Exhibit No. 5</b> Termination of Shareholder's Agreement 11-30-19 (Docs. 328-329)	42
22	Bates No. Fenton000003	

# S T I P U L A T I O N S

5 The videoconference deposition of REID  
6 EVENSKY was taken by counsel for the Plaintiff, by  
7 Notice, with all participants appearing at their  
8 respective locations, on November 8, 2022, for all  
9 purposes under the Federal Rules of Civil  
10 Procedure.

11 All objections, except as to the form of  
12 the question, are reserved to the hearing, and said  
13 deposition may be read and used in evidence in said  
14 cause of action in any trial thereon or any  
15 proceeding herein.

16 It is agreed that MELISSA M. SMITH, RPR,  
17 Notary Public and Licensed Court Reporter for the  
18 State of Tennessee, may swear the witness remotely,  
19 and that the reading and signing of the completed  
20 deposition by the witness is not waived.

1 Q. And she was not paid anything for her  
2 membership in West Capital?

3 A. That's correct.

4 Q. And, of course, the West Clinic, PLLC,  
5 Dr. Fenton was a member of that PLLC, correct?

6 A. That's correct.

7 Q. Is she still -- she still a member?

8 A. I do not think she is a member.

9 Q. And why is that?

10 A. At her termination and resignation,  
11 I think the operating agreement dictates what  
12 happens to her ownership interest.

13 Q. And are you familiar with that operating  
14 agreement?

15 A. I am.

16 Q. And does that require the West Clinic,  
17 PLLC, to do anything in connection with her  
18 ownership interest?

19 A. I need some help understanding that  
20 question.

21 Q. Fair taken. Fair point.

22 The operating agreement with respect to  
23 Dr. Fenton's membership in that organization upon  
24 resignation, does that operating agreement  
25 specify what the West Clinic is supposed to do

1 with respect to determining a value?

2 A. With respect to determining a value, it is  
3 to engage regularly employed accountants to  
4 determine whether or not any value exists.

5 Q. And the conclusion was it was of zero  
6 value. Is that fair?

7 A. That's correct.

8 Q. But it's still in existence?

9 A. It is still in existence.

10 Q. And are you familiar with the financial  
11 statement of West -- The West Clinic?

12 A. I'll need some help in understanding.  
13 When you say "financial statements," something  
14 current? Is there something in particular?  
15 General -- help me understand the question,  
16 please.

17 Q. Okay. I'll withdraw that question.

18 A. And I'm not -- I'm not trying to be  
19 argumentative, David. I'm just trying to  
20 understand what you're asking.

21 Q. No I understand. I understand.

22 West Clinic Holdco, PC, was Dr. Fenton a  
23 shareholder in that?

24 A. She was.

25 Q. Is she still a shareholder?

1 A. I do not think she is.

2 Q. And what -- is that -- is that PC still in  
3 existence?

4 A. It is.

5 Q. And does it have any value?

6 A. It does not.

7 Q. And what is its function?

8 A. It holds equity interests that come  
9 through the earlier LLCs and LPs that you were  
10 describing. All of these entities have tax  
11 functions. Those tax functions inure to the  
12 benefits of each of these members you're asking  
13 about.

14 Q. And why is that she is no longer a  
15 shareholder in West Holdco?

16 A. I think there is a shareholder agreement  
17 that dictates what happens to her equity upon her  
18 termination or resignation.

19 Q. Have we talked about West Equity, LLC?  
20 I don't think so.

21 What is West Equity, LLC?

22 A. West Equity was an entity that -- well,  
23 you asked about West Equity, West Equity, LLC?

24 Q. Yes, sir.

25 A. Okay. West Equity, LLC, was an entity